THIS INSTRUMENT PREPARED BY:

William F. Turner
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Commerce Center, Suite 1000
211 Commerce Street
Nashville, Tennessee 37201

Davidson County DEEDTRS
Recvd: 04/01/05 15:51 5 pg:
Fees:28.00 Taxes:11840.00
20050401-0035714

Address of New Owner(s) as follows:	**Send Tax Bills to:**	**Map and Parcel No.:**
GE Commercial Finance Business Property Corporation c/o Katherine F. MacKinnon 10900 NE 4th Street, Suite 500 Bellevue, Washington 98004	Same	163-00-0 / 346.00

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this 31st day of March, 2005, by William F. Turner, Successor Trustee ("Successor Trustee").

WHEREAS, on February 19, 1999, to be effective as of February 22, 1999, NT Acquisition - Portfolio Two, L.P., a Delaware limited partnership, executed a Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases (the "Deed of Trust") to Gregory D. Shanks, Esquire, as Trustee, for the benefit of General Electric Capital Business Asset Funding Corporation, a Delaware corporation, of record in Book 11368, Page 515, in the Register's Office for Davidson County, Tennessee, to secure payment of certain indebtedness and obligations as described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, General Electric Capital Business Asset Funding Corporation changed its name to GE Commercial Finance Business Property Corporation, as evidenced by that certain State of Delaware Certificate of Amendment of Certificate of Incorporation dated September 18, 2004 and filed of record in the Office of the Secretary of State of the State of Delaware on December 20, 2004 as Instrument No. SRV 040677685 - 2013941; and

WHEREAS, GE Commercial Finance Business Property Corporation, a Delaware corporation ("Holder"), is the owner and holder of the Indebtedness; and

WHEREAS, subsequent to the date of the Deed of Trust, NT Acquisition - Portfolio Two, L.P., a Delaware limited partnership, conveyed to Nashridge, LLC, a Kentucky limited liability company, the property secured by the Deed of Trust by deed of record as Instrument No. 20011228-0143733 in the Register's Office for Davidson County, Tennessee (the "Conveyance"); and

WHEREAS, in connection with the Conveyance, NT Acquisition - Portfolio Two, L.P., a Delaware limited partnership, Nashridge, LLC, a Kentucky limited liability company, and Holder entered into a certain Loan Modification and Assignment and Assumption Agreement of record as Instrument No. 20011228-0143734 in the Register's Office for Davidson County, Tennessee; and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which Holder declared the Deed of Trust to be in default, and notice was given of such default to Nashridge, LLC, a Kentucky limited liability company, in the manner required by the terms of the Deed of Trust, but following such notice, the default was not cured; and

WHEREAS, William F. Turner was duly appointed to serve as Successor Trustee in the place and stead of Gregory D. Shanks, Esquire, as provided in accordance with the terms of the Deed of Trust and by that certain Appointment of Successor Trustee dated February 7, 2005 of record as Instrument No. 20050209-0015148 in the Register's Office for Davidson County, Tennessee; and

WHEREAS, Holder directed Successor Trustee to sell the property held as security under the Deed of Trust as provided therein, and Successor Trustee caused notice to be published in the Nashville Record that the property would be sold at 11:00 AM on March 18, 2005, at the main door of the Office of the Register of Deeds, located in the Gaylord Entertainment Center, 501 Broadway, Suite 501, Nashville, Tennessee, such advertisement appearing in such publication on February 24, 2005; March 3, 2005 and March 10, 2005, and sent a copy of such notice to Nashridge, LLC, a Kentucky limited liability company; and

WHEREAS, Successor Trustee at the time, place and date specified in such notices offered the property for sale, and after opening the floor for competitive bids, sold the property to GE Commercial Finance Business Property Corporation, a Delaware corporation, at the price of Three Million Two Hundred Thousand and No/100 Dollars ($3,200,000.00), such amount being the highest, last and best bid.

NOW, THEREFORE, I, William F. Turner, Successor Trustee, in consideration of the premises set forth herein and the sum of $3,200,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents, do transfer and convey unto GE Commercial Finance Business Property Corporation, a Delaware corporation, and its successors and assigns ("Grantee") all of my right, title and interest in and to the following described real property, together with all buildings, structures, improvements and fixtures situated thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Being a certain tract of land lying in the 28th Councilmanic District of Davidson County, Tennessee, and bounded generally by Hickory Hollow, Ltd. in the north, Crossings Blvd. in the east, Hickory Downs Development, Inc. in the south, and Interstate 24 in the west, and being Lot No. 2 as shown on the Plan of The Crossings at Hickory Hollow, Phase II, of record in Book 9700, page 511, Register's Office for Davidson County, Tennessee, more particularly described according to survey by Thomas, Miller & Partners, Kevin A. Edmondson, Tenn. R.L.S. No. 1515, dated August 25, 1998, last revised January 25, 1999, as follows:
>
> Beginning at an iron pin (new) at the southeast corner of the Hickory Hollow, Ltd. property (Deed Book 7034, page 488) and in the west margin of Crossings Boulevard;
>
> Thence, with the westerly margin of Crossings Boulevard, along a curve to the left having a central delta angle of 23 deg. 28 min. 09 sec., a radius of 2341.83 feet, an arc length of 959.25 feet, a chord bearing and distance of South 29 deg. 21 min. 47 sec. East, 952.56 feet to a punch-out in the sidewalk (old) at the northeast corner of Hickory Downs Development, Inc. (Deed Book 9534, page 423);

Thence, with the north line of Hickory Downs Development, South 45 deg. 08 min. 36 sec. West, 403.61 feet to an "x" in a rock in the easterly right-of-way of the Interstate 24 off-ramp to Hickory Hollow Parkway:

Thence, with easterly right-of-way of Interstate 24 off-ramp for the next seven calls:

North 41 deg. 40 min. 31 sec. West, 29.69 feet to an iron pin (old) as set by RLS #1512;

Along a curve to the left having a central delta angle of 03 deg. 55 min. 18 sec., a radius of 5899.58 feet, an arc length of 403.81 feet, and a chord bearing and distance of North 43 deg. 38 min. 10 sec. East, 403.73 feet to an iron pin (new);

North 46 deg. 27 min. 45 sec. West, 100.91 feet to a concrete monument (old);

North 36 deg. 37 min. 53 sec. West, 120.32 feet to an iron pin (old) as set by RLS #1512;

North 28 deg. 42 min. 38 sec. West, 144.48 feet to a concrete monument (old);

North 24 deg. 16 min. 01 sec. West, 400.16 feet to a concrete monument (old);

North 31 deg. 50 min. 12 sec. West, 101.35 feet to an iron pin (old) as set by RLS #1512 at the southwest corner of the aforementioned Hickory Hollow, Ltd.;

Thence, with the south line of Hickory Hollow, Ltd. for the next two calls:

South 83 deg. 59 min. 42 sec. East, 295.40 feet to an iron pin (old) as set by RLS #1512;

North 71 deg. 04 min. 42 sec. East, 270.48 feet to the point of beginning and containing 508,856.30 square feet, or 11.68 acres, more or less.

Said Property being benefited by an adjacent No-Build Area as set forth in Declaration of No-Build Area dated December 15, 1997, by Hickory Downs Development, Inc., a Delaware corporation, of record in Book 10722, page 114, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Nashridge, LLC, a Kentucky limited liability company, by Special Warranty Deed from NT Acquisition - Portfolio Two, L.P., a Delaware limited partnership, of record as Instrument No. 20011228-0143733, Register's Office for Davidson County, Tennessee.

This is improved property. The street address of the property is 5720 Crossings Boulevard, Antioch, Tennessee 37013.

To have and to hold the aforesaid real property, together with all improvements thereon as described above, free from the right of redemption (statutory or otherwise), the equity of redemption, homestead, dower, elective or distributive share, any right of appraisement or valuation and all other rights and exemptions of every kind, but only to the extent expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the property and all improvements thereon in an "AS IS, WHERE IS AND WITH ALL DEFECTS" condition, and without representation or warranty from Successor Trustee or Holder as to any matter whatsoever. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED,

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE OF HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERY AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OR SIMILAR FEDERAL AND STATE LEGISLATION (collectively, the "Environmental Laws"). Grantee accepts title to the property subject to any problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws and potential flood hazards. By accepting Successor Trustee's Deed, Grantee agrees to indemnify and hold Successor Trustee and Holder harmless from any and all costs, expenses and liability, including, without limitation, attorneys' fees, arising out of or in connection with any of the foregoing.

Sale of the property to Grantee is subject to certain easements, restrictions, liens and taxes, including, without limitation, the following to the extent applicable on the date hereof:

1. Any and all unpaid real and personalty taxes, plus penalty and interest. Such taxes will not be pro-rated. Grantee assumes full liability for such taxes, penalties and interest thereon.

2. Any mechanics' and materialmen's liens, filed or unfilled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

3. Title to that portion of the property lying within the bounds of any roads, streets or highways.

4. Such easements, building lines, recorded plans and restrictions as may be applicable.

5. Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.

6. Rights or claims of parties in possession.

7. Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the property.

8. Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

9. Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had.

[Signature contained on next page.]

IN WITNESS WHEREOF, Successor Trustee has executed this Deed this 31st day of March, 2005.

SUCCESSOR TRUSTEE:

William F. Turner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Monica A. Carlson, a Notary Public in and for the State and County aforesaid, personally appeared William F. Turner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

WITNESS my hand and seal at office, on this the 31st day of March, 2005.

Notary Public

My Commission Expires: November 25, 2006

[NOTARIAL SEAL]

MONICA A. CARLSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is Three Million Two Hundred Thousand and No/100 Dollars ($3,200,000.00).

Affiant

Subscribed and sworn to before me this 31st day of March, 2005.

Notary Public

My Commission Expires: November 25, 2006

[NOTARIAL SEAL]

MONICA A. CARLSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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